GSA

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat) Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-031-19

DESCRIPTION:

MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED VESSELS; WATER CRAFT (PWC) (GASOLINE AND/OR DIESEL); TRAILERS; AND OWNED ENGINE ON VESSELS

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
 - a. (X) BROCHURES/<u>DESCRIPTIVE LITERATURE</u>; Certification of the current certificates
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License relating to this bid.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this	day of	, 2019, I,	······································
•	resentative ofospective bidders with the ab	ove referenced IFB.	acknowledge receipt of this special
		Bidder Representative'	s Signature

DOA 132 Rev: 1/95

Invitation for Bid: GSA-031-19

MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED VESSELS; WATER CRAFT (PWC) (GASOLINE AND/OR DIESEL) TRAILERS; AND OWNED ENGINE ON VESSELS

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to <u>475-1727 and email to gsaprocurement@gsadoa.guam.gov</u>

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name		
Signature		
Date		
Time		
Contact Number		
Fax Number		
Contact Person regarding IFB		
Title		
E-Mail Address		
Company/Firm		
Address		
receive any notices regarding any cha	ctive bidders register current contact Inf anges or update to the IFB. The procurir arty who did not register current contact	ng agency and GSA will not be liable
	to this bid must be submitted to the Ge Officer no later thanJune 12, 2019	- -

INVITATION FOR BID

ISSUING OFFICE:

CLAUDIA S. ACFALLE
Chief Procurement Officer

GENERAL SERVICES AGENCY GOVERNMENT OF GUAM 148 ROUTE 1, MARINE DRIVE PITI, GUAM 96915

DATE ISSUED: <u>June 7, 2019</u>	BID INVITATION NO: GSA-031-19
	S OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED VESSELS; WATER CRAFT DIESEL); TRAILERS AND OWNED ENGINES ON VESSELS
SPECIFICATION: SEE ATTACHED	
DESTINATION: GUAM POLICE DEP	<u>PARTMENT</u>
	be coordinated between Agency & Vendor. For a period of one (1) year lity of funds. This is an indefinite quantity bid.
INSTRUCTION TO BIDDERS:	
INDICATE WHETHER: INDIVI	IDUAL PARTNERSHIP CORPORATION
INCORPORATED IN:	
This bid shall be submitted in duplicate and sealed topened. Bid submitted after the time and date solicitation for details.	to the issuing office above no later than (Time) 2:00PM, Date: 6/24/2019, and shall be publicly specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid
the schedule provided, unless otherwise specified	n the time specified, the articles and services at the price stated opposite the respective items listed on d by the bidder. In consideration to the expense of the Government in opening, tabulating, and tions, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the prices are quoted.
NAME AND ADDRESS OF BIDDER:	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:
AWARD: CONTRACT NO.:	AMOUNT: DATE:
ITEM NO(S).	AWARDED:
	CONTRACTING OFFICER:
	CLAUDIA S. ACFALLE Chief Procurement Officer
NAME AND ADDRESS OF CONTRACTOR:	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:
	- <u>- </u>

SPECIAL PROVISIONS

MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED VESSELS; WATER CRAFT (PWC) (GASOLINE AND/OR DIESEL); TRAILERS; AND OWNED ENGINES ON VESSELS

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2 GAR Procurement Regulations. The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

Delivery:

Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis dependent upon the availability of funds.

Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF) }
ISLAND OF GUAM) ss.)
	[state name of affiant signing below], being first duly sworn,
deposes and says that:	
knowledge, neither affiant nor knowingly influenced any gov GCA Chapter 5, Article 11. For subcontractor, or employee or	[state one of the following: the offeror, a partner ne offeror] making the foregoing identified bid or proposal. To the best of affiant's r any officers, representatives, agents, subcontractors or employees of offeror have vernment of Guam employee to breach any of the ethical standards set forth in 5 further, affiant promises that neither he or she, nor any officer, representative, agent, of offeror will knowingly influence any government of Guam employee to breach any 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR
	Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to befo this day of	
, 0.	
NOTARY PUBLIC My commission expires	

AG Procurement Form 5 (Jul 12, 2010)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

) ss.
SLAND OF GUAM)
[state name of affiant signing below], being first duly
worn, deposes and says that:
1. The name of the offering firm or individual is [state name of offeror company] Affiant is [state one of the
ollowing: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or roposal.
2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, gents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks et forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the rohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, gents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee r former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with ne offerors proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the fferors officers, representatives, agents, subcontractors, and employees.
Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
ubscribed and sworn to before me
is day of, 201
OTARY PUBLIC ly commission expires,

AG Procurement Form 004 (Jul 12, 2010)

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

	Partner, if a	Date an individual; partnership; corporation.
Subscribed and sworn before me this	day of	, 2018
Notary Public		

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

MINOR	rement No <u>: GSA-031-19</u> AND MAJOR REPAIRS OF ALL GUAM POL (GASOLINE AND/OR DIESEL); TRAILERS; A		
	e of Offeror Company:es under penalty of perjury:		hereby
(1)	That I am an officer of the offeror) making the procurement;	(the off ne bid or proposal in	eror, a partner of the offeror, In the foregoing identified
	That I have read and understand read:	d the provisions of	5 GCA § 5801 and § 5802 which
	§ 5801. Wage Determination Es	tablished.	
gov or in pay Islan	e proprietorship, a partnership or a co vernment of Guam, and in such cases wh n part, is the direct delivery of service co v such employee(s) in accordance with	proporation ("contractor nere the contractor em ontracted by the gover the Wage Determina Department of Labor t	ers into contractual arrangements with a ") for the provision of a service to the ploys a person(s) whose purpose, in whole nment of Guam, then the contractor shall tion for Guam and the Northern Mariana or such labor as is employed in the direct
sha time Wa	ntract is awarded to a contractor by the Il be paid to employees pursuant to this A e of renewal adjustments, there shall be	government of Guam article. Should any cont made stipulations co ticle, so that the Wag	e U.S. Department of Labor at the time a shall be used to determine wages, which ract contain a renewal clause, then at the ntained in that contract for applying the e Determination promulgated by the U.S. all apply.
	§ 5802. Benefits.		
Artic pro	olies shall also contain provisions mando cle, such benefits having a minimum	ating health and simila value as detailed i por, and shall contain p	is Article, any contract to which this Article r benefits for employees covered by this n the Wage Determination issued and provisions guaranteeing a minimum of ten
	at the offeror is in full compliance procurement referenced herein;	with 5 GCA § 5801	and § 5802, as may be applicable
(4) Th the U.S	at I have attached the most rece S. Department of Labor. [INSTRUCT	nt wage determind IONS – Please attac	tion applicable to Guam issued by :h!]
		Signature	 Date

AG Procurement Form 006 (Feb. 16, 2010)

WD 15-5693 (Rev.-8) was first posted on www.wdol.gov on 01/01/2019 (Updated Wage Determination)

REGISTER OF WAGE THE SERVICE CO By direction of the S		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 8 Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide Northern Marianas Statewide Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing **OCCUPATION CODE - TITLE FOOTNOTE RATE** 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 13.57 01012 - Accounting Clerk II 15.23 01013 - Accounting Clerk III 17.04 01020 - Administrative Assistant 17.71 01035 - Court Reporter 17.22 01041 - Customer Service Representative I 10.89 01042 - Customer Service Representative II 12.25 01043 - Customer Service Representative III 13.37 01051 - Data Entry Operator I 12.15 01052 - Data Entry Operator II 13.25 01060 - Dispatcher, Motor Vehicle 14.37 01070 - Document Preparation Clerk 13.71 01090 - Duplicating Machine Operator 13.71 01111 - General Clerk I 10.29 01112 - General Clerk II 11.28 01113 - General Clerk III 12.32 01120 - Housing Referral Assistant 19.20 01141 - Messenger Courier 11.16 01191 - Order Clerk I 12.57 01192 - Order Clerk II 13.71

01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automative Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook i	10.88

07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 – Electro-neurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11 54

12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems	23.86
Administrator	
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06

13072 - Photographer II		19.06
13073 - Photographer III		23.63
13074 - Photographer IV		28.92
13075 - Photographer V		35.00
13090 - Technical Order Library Clerk		17.04
13110 - Video Teleconference Technician		17.18
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		16.26
14043 - Computer Operator III		18.13
14044 - Computer Operator IV		20.14
14045 - Computer Operator V		22.31
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		20.14
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		25.10
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.74
15086 - Maintenance Test Pilot, Rotary Wing		32.74
15088 - Non-Maintenance Test/Co-Pilot		32.74
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Dry-cleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09

23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning	16.58
Mechanic	
23411 - Heating, Ventilation And Air Conditioning	17.63
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23

23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05

27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		9.13
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		12.37
28042 - Carnival Equipment Repairer		13.42
28043 - Carnival Worker		9.14
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.23
29020 - Hatch Tender		20.23
29030 - Line Handler		20.23
29041 - Stevedore I		18.85
29042 - Stevedore II		21.64
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.97
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30051 - Cryogenic Technician I		24.12
30052 - Cryogenic Technician II		26.63
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74

20054 Duntan/SAD Onorth 197		24.24
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62 16.41
30082 - Engineering Technician II		18.36
30083 - Engineering Technician III		
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.78
30095 - Evidence Control Specialist		21.78
30210 - Laboratory Technician		20.74
30221 - Latent Fingerprint Technician I		24.12
30222 - Latent Fingerprint Technician II		26.63
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.44
30362 - Paralegal/Legal Assistant II		23.68
30363 - Paralegal/Legal Assistant III		28.99
30364 - Paralegal/Legal Assistant IV		33.88
30375 - Petroleum Supply Specialist		26.63
30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		26.63
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		24.24
30492 - Unexploded Ordnance (UXO) Technician II		29.33
30493 - Unexploded Ordnance (UXO) Technician III		35.16
30494 - Unexploded (UXO) Safety Escort		24.24
30495 - Unexploded (UXO) Sweep Personnel		24.24
30501 - Weather Forecaster I		24.12
30502 - Weather Forecaster II		29.34
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.74
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.33
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97

31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truckdriver, Light	9.78
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62
99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain non-exempt employees. For example, if an individual employee is non-exempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY:

If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed Wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

AFFIDAVIT re NON-COLLUSION

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AG Procurement Form 003 (Jul. 12, 2010)

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY	OF)	
ISLA	ND OF GUAM) ss.)	
A.		being first duly sworn, depose and [please check only one]:	say that I am an authorized representative of
[]	The offeror is an ind	lividual or sole proprietor and own	s the entire (100%) interest in the offering business.
[]		persons companies partners or i	, or association known as[please state name of offeror oint venturers who have held more than 10% of
	nares of interest in the		days immediately preceding the submission date
	<u>Name</u>	Address	% of Interest
B.	other compensation		are entitled to receive a commission, gratuity or ning business related to the bid or proposal for , please so state]:
	Name	Address	Compensation
ar	n award is made or a d	contract is entered into, then I pror ring another affidavit to the govern Signature of one Offeror, if the offer	
his	cribed and sworn to be		
	RY PUBLIC mmission expires		

AG Procurement Form 002 (Rev. Nov. 17, 2005)

AFFIDAVIT re CONTINGENT FEES

OF	
ND OF GUAM)
ays that:	state name of affiant signing below], being first sworn, deposition
1.	The name of the offering company or individual is [state name of company]
2. offering compa	As a part of the offering company's bid or proposal, to the best of my knowledge, the any has not retained any person or agency on a percentage, commission, or other
4 § 11108(f).	angement to secure this contract. This statement is made pursuant to 2 GAR Division
Guam upon ar contingent fee	As a part of the offering company's bid or proposal, to the best of my knowledge, the any has not retained a person to solicit or secure a contract with the government of a agreement or understanding for a commission, percentage, brokerage, or , except for retention of bona fide employees or bona fide established commercial es for the purpose of securing business. This statement is made pursuant to 2 GAR 1108(f).
4. behalf of the o	I make these statements on behalf of myself as a representative of the offeror, and on fferor's officers, representatives, agents, subcontractors, and employees.
	Signature of one of the following: Offeror, if the offeror is an individual;
	Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
	d sworn to before me of, 201

AG Procurement Form 007 (Jul. 15, 2010)

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY 148 Route 1, Marine Corp. Drive Piti, Guam 96915

> BID BOND NO.

nt	, as Principal
ompany),	
erritory of Guam, as Surety, hereing	after called the Surety are
or the sum of	ment of which sum will and
Surety bind ourselves, our heirs, exmly by these presents.	secutors, administrators,
l for (identify project by number an	nd brief description)
m shall accept the bid of the Principle cordance with the terms of such be aments with good and sufficient surflabor and material furnished in the Contract and give such bond or acceed the penalty hereof between the of Guam may in good faith contract quidated amount as specified in the smain full force and effect.	id, and give such bond or bonds rety for the faithful performance ne prosecution thereof, or in the bonds, if the Principal shall pay he amounts specified in said bid or with another party to perform
day of	2019
(DD D (CID A L)	(CEAL)
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(TITLE)	
	erritory of Guam, as Surety, hereing for the sum of

DOA 113/Rev: 4-1-87

(RESIDENT GENERAL AGENT)

GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. AUTHORITY: This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION**: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. TAXES: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING**: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. LOCAL PROCUREMENT PREFERENCE: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS: Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION**: The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE**: The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. BID ENVELOPE: Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. BID GUARANTEE REQUIREMENT: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [] 12. **PERFORMANCE GUARANTEE**: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debannent from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in <u>Section 41</u> of these General Terms and Conditions.
- [X] 13. SURETY BONDS: Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS**: Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS**: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.

 (2 GAR, Div. 4 § 3116)

G.S.A. Form 112 Revised 8/12

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS**: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. **BRAND NAMES**: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 19. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY**: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE**: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION**: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[] 29. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 30. GUARANTEE:

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

- (c) Compliance with this Section is a condition of this Bid.
- [X] 31. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES**: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. EQUAL EMPLOYMENT OPPORTUNITY: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. COMPLIANCE WITH LAWS: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. CHANGE ORDER: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. STOP WORK ORDER: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS: Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. JUSTIFICATION OF DELAY: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
- 2. Power of Attorney issued by the Surety to the Resident General Agent.
- 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

- [X] 40. SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE: Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. LIQUIDATED DAMAGES: When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 39 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 § 3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION**: If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name:	Title:
Address:	Telephone:

GOVERNMENT OF GUAM SEALED BID SOLICITAITON INSTRUCTIONS

BID FORMS: Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

2. PREPARATIONS OF BIDS:

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
- 3. EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
- 4. PRE-OPENING MODIFICATION OR WITHDRAWL OF BIDS: Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
- 5. <u>ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS</u>: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. SUBMISSION OF BIDS:

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
- 6. <u>FAILURE TO SUBMIT BID</u>: If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

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- 8. CANCELLATION OR REVISION OF BID: This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
- 9. REJECTION OF BIDS: Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

- 10. TERMINATION OF CONTRACT: 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)
 - (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
 - (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
 - (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
- 11. CONTRACT DISPUTES: 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word <u>controversy</u> is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government. You may obtain Judicial review of this decision by bringing an action in the Superior Court of Guam

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Count of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. <u>CONTRACT REMEDIES:</u> Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
- 13. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 14. <u>SELLER' INVOICES</u>: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

- 15. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- 16. CONFIDENTIAL DATA: If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
- 17. PROHIBITION AGAINST GRATUITIES AND KICKBACKS: With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations GAR § 11170(e)
- 18. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

19. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
- 20. <u>ETHICAL STANDARDS</u>: With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. GAR § 11103(b)

- 21. PROHIBITION AGAINST CONTINGENT FEES: The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
- 22. CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b): Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contactor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

- 23. POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES: P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 in the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
- 24 <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion GAR § 3126
- 25. <u>LICENSING OR CERTIFICATE(S) OF EXEMPTIONS</u>: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
- 26. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- 27. DISCLOSURES OF MAJOR SHAREHOLDERS: (5 GCA § 5233)

As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

TEM NO.	DESCRIPTION	QTY. / UOM	UNIT PRICE	PRICE EXTENSION
1.0	MINOR AND MAJOR REPAIRS OF ALL GU (GPD) OWNED VESSELS (GASOLINE AN			
	A. MINOR REPAIR, INSTALLATION AND	REPLACMENT CHARGES:		
	FIXED HOURLY RATE	X <u>164 Hours (Estimated)</u> = 5	\$	
	B. MAJOR REPAIR, INSTALLATION AND	O REPLACEMENT CHARGES:		
	FIXED HOURLY RATE	X 164 Hours (Estimated) =	\$	
	TOTAL AGGREGATGE (A+B): \$			
	The Bid bond shall be fifteen percent (15%) d may be subject to increase or decrease on the		cated on Line C. T	he hours indicated are estimates
	DIAGNOSTIC RATE: \$	_/ VESSEL		
	(Diagnostics shall be waived, if the repair is o	done by the vendor. Diagnostics	shall be charged, if	repairs are not approved.)
JPON	SUBMISSION OF VESSEL FOR REPAIR A C	OPY OF THE OFFICIAL REGIST	RATION WILL BE	PROVIDED
Departr	In any event, such additional equipment sha nent to include the Maintenance and Repairs o	of the entire GPD vessels.	a prorated basis. It	is the intent of the Guam Police
TEM NO.	DESCRIPTION	QTY. / UOM	UNIT PRICE	PRICE EXTENSION
2.0	MINOR AND MAJOR REPAIRS OF ALL GL OWNED PERSONAL WATER CRAFTS			
	A. MINOR REPAIR, INSTALLATION AND	REPLACMENT CHARGES:		
	FIXED HOURLY RATE	X 164 Hours (Estimated) = \$		
	B. MAJOR REPAIR, INSTALLATION AND	REPLACEMENT CHARGES:		
	FIXED HOURLY RATE	_X 164 Hours (Estimated) = \$		
	C. TOTAL AGGREGATGE (A+B): \$			
	The Bid bond shall be fifteen percent (15%) of may be subject to increase or decrease on the		ated on Line C. Th	ne hours indicated are estimates
	DIAGNOSTIC RATE: \$	/ PERSONAL WATER CRAFTS	(PWC)	
	(Diagnostics shall be waived, if the repair is d	lone by the vendor. Diagnostics s	shall be charged, if	repairs are not approved.)

UPON SUBMISSION OF VESSEL FOR REPAIR A COPY OF THE OFFICIAL REGISTRATION WILL BE PROVIDED

Note 2: In any event, such additional equipment shall be covered in this contract on a prorated basis. It is the intent of the Guam Police Department to include the Maintenance and Repairs of the entire GPD fleet of personal water crafts.

ITEM NO.	DESCRIPTION	QTY. / UOM	UNIT PRICE	PRICE EXTENSION	
3.0	MINOR AND MAJOR REPAIRS OF A	ALL GUAM POLICE DEPARTMENT			
	A. MINOR REPAIR, INSTALLATIO	N AND REPLACMENT CHARGES:			
	FIXED HOURLY RATE	X 164 Hours (Estimated) =	\$		
	B. MAJOR REPAIR, INSTALLATION	ON AND REPLACEMENT CHARGES	d:		
	FIXED HOURLY RATE	X <u>164 Hours (Estimated)</u> =			
	C. TOTAL AGGREGATGE (A+B):	\$			
	The Bid bond shall be fifteen percent d may be subject to increase or decrea		ndicated on Line C	The hours indicated are estima	ıtes
UPON	SUBMISSION OF TRAILER REPAIR, A	A COPY OF THE OFFICIAL REGISTS	RATION WILL BE F	PROVIDED	
	In any event, such additional equipme ment to include the Maintenance and R		a prorated basis.	It is the intent of the Guam Polic	Э
ITEM NO.	DESCRIPTION	QTY./UOM	UNIT PRICE	PRICE EXTENSION	
4.0	MINOR AND MAJOR REPAIRS OF A	ALL GUAM POLICE DEPARTMENT	(GPD)		
	A. MINOR REPAIR, INSTALLATIO	N AND REPLACMENT CHARGES:			
	FIXED HOURLY RATE	X ESTIMATE	= \$		
	B. MAJOR REPAIR, INSTALLATIO	ON AND REPLACEMENT CHARGES	:		
	FIXED HOURLY RATE	X ESTIMATE	= \$		
	C. TOTAL AGGREGATGE (A+B): §	\$			
	The Bid bond shall be fifteen percent d may be subject to increase or decrease		dicated on Line C.	The hours indicated are estima	tes
	DIAGNOSTIC RATE: \$	/ ENGINES (LARGE)			
	(Diagnostics shall be waived, if the rep	pair is done by the vendor. Diagnostic	cs shall be charged	. if repairs are not approved.)	

UPON SUBMISSION OF ENGINES ON VESSEL REPAIR VESSEL REGISTRATION WILL BE PROVIDED

Note 2: In any event, such additional equipment shall be covered in this contract on a prorated basis. It is the intent of the Guam Police Department to include the Maintenance and Repairs of the entire GPD owned engines on vessels.

- 1.0 MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED VESSELS (GASOLINE AND/OR DIESEL)
- 2.0 MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED PERSONAL WATER CRAFTS (PWC) {GASOLINE AND/OR DIESEL}
- 3.0 MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED TRAILERS
- 4.0 MINOR AND MAJOR REPAIRS OF ALL GUAM POLICE DEPARTMENT (GPD) OWNED ENGINES ON VESSELS

SPECIFICATIONS	COMMENTS/REMARKS
A. Minor Repairs	
The bidder, when requested by GPD, within 5 working days, shall diagnose, provide necessary labor, materials and parts, a Maintenance Repair Facility including apparatuses, lifts and safety equipment; 3 days to diagnose and order repair parts, no more than two (2) days to order special parts necessary to perform the following but not limited to:	
Complete electrical/electronic system diagnosis, repair or replacement;	
Complete lower unit, jet pump, drivetrain, and diagnosis, repair, replacement, or maintenance, including oil and filters (lower unit, jet pump, housings, impellor, propeller oil shall be synthetic) per the manufacturer's recommendation;	
Complete engine diagnosis, repair, overhaul, replacement, to include but not limited to, head gaskets, valves, seals, blocks, and external components of the engine, tune-up, etc.;	**************************************
Complete exhaust system diagnosis, repair, or replacement;	
Complete charging system, diagnosis, repair, or replacement;	ACCOUNTS TAXABLE DATE OF THE PARTY OF THE PA
Complete starting system diagnosis, repair, or replacement;	
Complete cooling system diagnosis, repair, replacement, or maintenance including, but not limited to: cooling system flush, hoses, water pump/impeller, thermostat, temperature sensor, cooling fluid, etc.;	
Complete hydraulic and cable steering, trailer axle and suspension, diagnosis, repair, replacement, or maintenance; Complete interior/exterior repair, or replacement including, but not limited to: special shock absorption seats and restraints, deck, hull, pontoon, ceiling, center console, including instrument cluster and controls, etc.;	
Service to be completed within five (5) working days upon receipt of parts, written notification/justification to GPD, if repairs exceed five (5) working days;	

SPECIFICATIONS

B. Major Repairs

The bidder, when requested by GPD within five (5) working days, shall diagnose, provide necessary labor, materials and parts (except as provided by GPD), a maintenance repair facility including apparatuses, lifts and safety equipment; three (3) days to diagnose and order repair parts, no more than two (2) days to order special parts necessary to perform the following but not limited to:

Complete brake system diagnosis, repair or replacement;

Complete electrical/electronic system diagnosis, repair or replacement;

Complete lower unit, jet pump, drivetrain, and diagnosis, repair, replacement, or maintenance, including oil and filters (lower unit, jet pump, housings, impellor, propeller oil shall be synthetic) per the manufacturers recommendation;

Complete engine diagnosis, repair, overhaul, replacement, to include but not limited to, head gaskets, valves, seals, blocks, and external components of the engine, etc.;

Complete exhaust system diagnosis, repair, or replacement;

Complete charging system, diagnosis, repair, or replacement;

Complete starting system diagnosis, repair, or replacement;

Complete cooling system diagnosis, repair, replacement, or maintenance including, but not limited to: cooling system flush, radiator, hoses, water pump, thermostat, temperature sensor, cooling fluid, etc.;

Complete hydraulic and/or cable steering, and trailer suspension system diagnosis, repair, replacement, or maintenance;

Complete vessel interior repair, or replacement including, but not limited to: driver chair, passenger seating and restraints, dashboard including instrument cluster and vehicle controls, etc.;

Service to be completed with five (5) working days upon receipt of parts written notification/justification to GPD if repairs exceed five (5) working days.

C. Preventive Maintenance

Lubrication (including engine oil flush, change of oil filters, greasing of all joints, bearings, lube points, as per vessel/PWC manufacturer recommendation, and the disposal of all contaminated petroleum, oil, and lubricants:

D. Parts Inventory and Control

Bidder shall provide adequate space for repair parts storage and security, and develop a control program/system in bidder facility bidder to stock critical parts that is frequently used, high moving, that will deem unsafe;

		
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Bidder to purchase high value spare parts only with the written consent of GPD. Small parts not considered critical (bolts, nuts, screws, washers, etc can be purchased by the vendor in bulk); Bidder to purchase manufacturer parts, or an approved parts suggested by the manufacturers; Bidder to make field repairs if practical, safe, and minimizes down time of the vessel(s), personal water craft(s), trailer(s), and engine(s). Example: tire repairs, battery swap-outs, repair or replacement of parts, replacement of light bulbs, and other activities that can be repaired/replace economically; Bidder to purchase spare parts with sufficient lead time as to ensure minimal down time of the vessels, personal water crafts (PWC's), trailers, and engines covered by this contract;

COMMENTS/REMARKS

NOTES:

SPECIFICATIONS

- 1. This minor and major repair specifications applies to all vessels, personal water crafts (PWC's), trailers, and vessel engines identified within the GPD fleet/inventory. In addition, this contract applies to vessels, personal water crafts (PWC's), trailers, and vessel engines to be purchased in the future.
- 2. GPD reserves the right to amend in part or in full this procurement documents during the procurement process.
- 3. GPD has the express right to purchase parts or consumables via the government services agency or other government agencies that have a current contract with a vendor that can supply the parts required.
- 4. All service schedules of all GPD vessels, personal water crafts (PWC's), trailers and vessel engines shall be per manufacturer's recommendations:
- 5. Bidder must include all vin numbers; plate number; engine numbers on invoice receipts for each vessel; personal water craft; trailer; and owned engine on vessel.
- 6. All Parts acquire will be paid at actual cost.

Certifications:

a. The Contractor shall have at minimum current certifications appropriate for the make and type of marine vessels, personal water crafts (PWC's), trailers, and vessel engines (inboard, inboard/outdrive, and outboard) on hand to verify such work complete by their staff. Should there be any discrepancies, the contractor shall be held liable and shall be required to complete such services at no additional cost to the Government of Guam. Copies of the current certificates need to be submitted at the time of bid submittal.

b. Response to Work Request:

The Contractor shall respond to minor and major repairs within twenty-four (24) hours for the time such orders are received. In the event that any part needed is not available locally, the Contractor shall immediately notify GPD as to the estimated time required for the completion of work.

Specifications Prepared by: Rosaline Bersamin, PCI and AnnMarie Q. Cruz, PCIV and Approved By: Stephen C. Ignacio, Acting Chief of Police

GUAM POLICE DEPARTMENT SEAS - RECREATIONAL BOATING SAFETY PROGRAM VESSEL / PWC / TRAILERS

1ZFVAFVH17A009516		2007	
1/ZEVARSG67/A130036	Traller	7007	43/02
5KTWS171XDF635135	Karavan WC-2450-84 Trailer	2013	6501
11ZEVAESG15A034246	LZ toader Trailer	2005	6,469
1MDKNAM1XCA489740	Shorelander PWCD2413 Trailer	2012	6027
41(GSU1272EH271197	Tigton/AUT12/2B ligater	2014	5909
42X8K4034HB115798	Boat Master BC100IN-40 Foot	2017	
42XBK3020E8114449	Boat Master BCL00IN 120 Trailer	2014	5882
1ZEABJCB9CA00950	EZ Loader EXTWV-800 Trailer	2012	4908
40YB135336F000323	Float-on Trailer	2003	4907
NIN / NIH	DESCRIPTION - MAKE / MODEL	YEAR	No.
	TRAILERS		
KAW50006F819	kawasakı ılı1500KKF	2019	-605/068- 67 2
KAW50099H819	Kawasaki JT1500KKF	2019	GU-7067-GZ
KAW50274K617	Kawasaki/IT41S00	2017	(EIU-7027-GZ
KAW50273K617	Kawasaki JT1500KHF	2017	GU-7026-GZ
KAW50184H213	Kawasaki IT 1500	2013	GU=6529= G Z
KAW50096F2013	Kawasaki JT1500KDF	2013	GU-6528-GZ
YAMA2124H12	Yamaha.VX1800L	2012	GU-647/2-(6Z
YAMC8802F000	Yamaha Waverunner II	2000	GU-6471-GZ
YAMG8468G999	Yamaha Waverunner	1999	. GU=647/0-lGZ
HIN / VIN	DESCRIPTION - MAKE / MODEL	YEAR	NO.
	PERSONAL WATER CRAFT (PWC)		
28451949	300 HP Mercury Verado (Starboard)		
28420892	300 HP Mercury Verado (Center)	2017	00000
28442917	300 HP Mercury Verado (Port)	2017	جزال-8800-67
WCG00006A717	Brunswick 1200IM 39' (ANCHOR IV)		
\$B/2B031756			
P/2B031755	Meroury Verado, 250 HP	2014	Z9:11:62-89
WEG000315314			
SB/1B948911	OutBoard Motor Engine, Mercury 150HP		
P/1B991056	OutBoard Motor Engine, Mercury 150HP	2000	GU-6469-GZ
SAMA1095A000	Sea Ark 23' (ANCHOR III)		
SB/28131659	Engine 300 HP Mercury Verado		
P/2812837 <u>1</u>	Engine 300'HP Mercury Verado	2006	_G0-6467-GZ
EG0008908606	SAFEBOREST (ANCHORI)		
HIN / VIN	DESCRIPTION - MAKE / MODEL	YEAR	No.
	VESSELS		